



**REQUEST FOR PROPOSAL**  
**REMEDIATION PROCEDURES**  
**FOR VARIOUS JEFFERSON PARISH**  
**DEPARTMENTS**

**RFP NO. 0203**

**Proposal Receipt Date: January 27, 2010**  
**Proposal Receipt Time: 04:00 P.M.**

**Jefferson Parish**  
**Department of General Services**  
**P. O. Box 9**  
**Gretna, Louisiana 70053**  
**(504) 364-2675**

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**REQUEST FOR PROPOSAL  
FOR  
REMEDIATION PROCEDURES  
FOR VARIOUS JEFFERSON PARISH  
DEPARTMENTS**

**1.1 Background - Remediation Services**

The Parish of Jefferson solicits proposals to provide comprehensive remediation services under the guidance of Jefferson Parish representative for various Jefferson Parish Departments. All work shall consist of but not limited to the following: provide all labor, material, and equipment necessary to provide cleaning, water extraction, drying services, structure and contents cleaning, temporary power, documentation restoration, mold remediation, contamination containment, temporary heat and/or air conditioning (for remediation, drying, etc. and for comfort), debris removal, temporary board-up and/or securing of property, interior tear out, dehumidification, deodorizing, removal of wet and/or other materials which pose a health risk, properly dispose of all remediation debris which may or may not have possible evidence and/or suspicion of mold and/or mildew growth or other hazardous growth or contamination due to water intrusion events or buy other means in Jefferson Parish owned buildings and/or related structures as needed by various Parish agencies upon direction by the Director of General Services for a period of two (2) years beginning with the date of execution of the contract for various Jefferson Parish Departments.

Provide information detailing the ability to provide water extraction, drying services, structure and contents cleaning, temporary power, documentation restoration, mold remediation, contamination containment, temporary heat or air conditioning, debris removal, temporary board-up, interior tear out, dehumidification, deodorizing, etc. Vendor shall establish meetings with the requesting department(s), provide information gathering, pre-staging of required equipment and supplies, building and/or site protection, preparation, disassembly of furniture/equipment, moving of all desks, chairs, bookcases, conference and other type tables, file cabinets, plan files, computers, etc., coordination of the remediation, clean up of to remove all trash or temporary protection, and coordination of remediation services as outlined.

Vendor shall list all services as they pertain to the proper remediation of facilities. Provide pricing to indicate hour, daily, weekly and monthly use of equipment and labor. Include pricing for quantity of chemicals used and various sizes of equipment (i.e., CFM, tonnage, generator kw size, etc.) Provide pricing for per-square feet of labor/material, if applicable. Provide information for all services and person(s) that will participate with credentials and experience in remediation work. Include how long the business has been in operation in this field. Include all information pertaining to your past services, implementation, *i.e.*, other government data, financial reports, budgets, statistics, organizational charts, etc.

### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance No. 21587 from bona fide, qualified proposers who are interested in providing comprehensive remediation services under the guidance of Jefferson Parish representative for various Jefferson Parish Departments consisting of providing all labor, materials, and equipment necessary to provide cleaning, water extraction, drying services, structure and contents cleaning, temporary power, documentation restoration, mold remediation, contamination containment, temporary heat or air conditioning (for remediation, drying, etc., and for comfort), debris removal, temporary board-up, interior tear out, dehumidification, deodorizing, removal of wet and/or other materials which pose a health risk, properly dispose of all debris with possible evidence and/or suspicion of mold and/or mildew growth due to water intrusion events or by other means in Jefferson Parish owned buildings or as needed by other Parish agencies upon direction by the Director of General Services for a period of two (2) years beginning with the date of execution of the contract for various Jefferson Parish Departments. Provide information detailing the ability to provide water extraction, drying services, structure and contents cleaning, temporary power, documentation restoration, mold remediation, temporary heat or air conditioning, debris removal, temporary board-up, interior tear out, dehumidification, deodorizing, etc. Vendor shall establish meetings with the requesting department(s), provide information gathering, pre-staging of required equipment and supplies, building protection, preparation, disassembly of furniture/equipment, moving of all desks, chairs, bookcases, conference and other type tables, file cabinets, plan files, computers, etc., coordination of the remediation, clean up to remove all trash or temporary protection, and coordination of remediation services as outlined.

Vendor shall list all services as they pertain to the proper remediation of facilities. Provide pricing to indicate hour, daily, weekly, and monthly use of equipment and labor. Include pricing for quantity of chemicals used and various sizes of equipment (i.e., CFM, tonnage, generator KW size, etc.). Provide pricing for per square feet of labor/materials, if applicable. Provide information for all services and person(s) that will participate with credentials and experience in remediation work. Include how long the business has been in operation in this field. Include all information pertaining to your past services, implementation, *i.e.*, other government data, financial reports, budgets, statistics, organizational charts, etc.

### **1.1.2 Goals and Objectives**

The Jefferson Parish Department of General Services desires to receive professional and comprehensive remediation services to allow for facilities damaged by water intrusion to be cleaned, dried and safe for occupancy. Serving the building tenants and maintaining services shall be our number one priority.

## 1.2 Definitions

- A. Shall - The term “shall” denotes mandatory requirements
- B. May - The term “may” denotes an advisory of permissible action.
- C. Contractor - Moving company, relocation services company
- D. Agency - The Jefferson Parish Department of General Services
- E. Parish - The Parish of Louisiana
- F. Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

## 1.3 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	12-17-2009	
2. Pre-Proposal Conference (if required)	01-14-2010	10:00 A.M.
3. Deadline to receive written inquiries		5-7 days after Pre-Proposal Conference
4. Deadline to answer written inquiries		10 days after receipt of inquiry
5. Proposal Opening Date	01-27-2010	
6. Oral discussions with proposers, if applicable		To be scheduled
7. Notice of Intent to Award to be mailed		To be scheduled (approx. 3-4 weeks after 6.)
8. Contract Initiation		Wait for Council Resolution ratifying contract

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

#### **1.4 Proposal Submittal**

All proposals shall be received by the Jefferson Parish Purchasing Department **no later than the date and time shown in the Schedule of Events.**

**Important – Clearly mark outside of envelope, box or package with the following information and format:**

- **Proposal Name: Remediation Procedures for the Department of General Services**
- **Proposal No. 0203**
- **Proposal Receipt Date: January 27, 2010**

Proposals will be received at:

Jefferson Parish Purchasing Department  
General Government Building  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

#### **1.5 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer (s) ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proposer to a contract.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **Technical Proposal:** Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan for pilot program (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** Proposer(s) fees and other cost, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the Parish of Jefferson.

### **1.5.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response. Six (6) additional copies of the proposal are also desired.

### **1.5.2 Legibility/Clarity**

Response to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **1.6 Confidentiality**



Proposals submitted in response to this RFP may contain trade secrets and/or privileged or confidential commercial or financial information which the Proposer (or his subcontractor) does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of such data may be restricted, provided the Proposer marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

*"The data contained in Pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson's right to use or disclose data obtained from any source, including the Proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked **"CONFIDENTIAL."**

It should be noted, however, that data bearing the aforementioned legend shall be subject to release under the provision of the Louisiana Public Records Law, L.R.S. 44.:1 et. seq. The Parish of Jefferson assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract will become a matter of public record.

However, the Parish of Jefferson reserves the right to make any proposal, including proprietary information contained therein, available to any other parish agency or organization for the sole purpose of assisting the Parish in its evaluation of the proposal. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

A pre-proposal conference will be held at 10:00 A.M. on January 14, 2010 at 200 Derbigny Street, Suite 4400, General Government Building, Purchasing Department Conference Room. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions and issued as an addendum to the RFP.

### **1.7.2 Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the

Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The Parish of Jefferson reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the parish's addendum responses to the inquiries received during the initial inquiry period.

Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plants, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any parish employee or parish consultant. The parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the parish. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053

E-Mail:[Purchasing@jeffparish.net](mailto:Purchasing@jeffparish.net) Phone:(504)364-2678 Fax:(504)364-2693

## **1.8 Proposal Guarantee – NOT REQUIRED FOR THIS RFP**

## **1.9 Performance Bond**

The successful contractor(s) will furnish a performance bond and a labor and materials payment bond, both in an amount of 50% of \$50,000.00. Also in the event any notice to proceed is issued on work estimated to be over \$50,000.00 the contractor(s) will have to provide an additional performance bond and labor and materials payment bond for the amount over the \$50,000.00 within 24 hours of the contractor's receipt of the Notice to Proceed. If due to emergency

conditions, the contractor cannot obtain and furnish the bonds within 24 hours, the contractor(s) shall provide written justification for the delay and obtain the bonds as soon as possible. In no case will any payment be issued for work performed by the contractor(s) until all bonds have been furnished. The cost of the bond premiums will be the responsibility of the contractor(s).

The performance bond is only required by contractors who are selected to perform work for Jefferson Parish as a result of being selected from this RFP process.

## **1.10 Changes, Withdrawals**

If the proposer needs to submit changes, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

## **1.11 Cost of Offer Preparation**

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

## **1.12 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

## **1.13 Taxes**

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

#### **1.14 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### **1.15 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Parish of Jefferson shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **1.16 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

#### **1.17 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

#### **1.18 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that

proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall not allow price alterations. The Parish of Jefferson must approve the final contract form by council resolution and issue a purchase order, if applicable, to complete the process.

#### **1.19 Cancellation of RFP or Rejection of Proposals**

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.

#### **1.20 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of evaluating the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

#### **1.21 Award**

**1.21.1** The Parish intends to award to a single or multiple Proposer(s).

**1.21.2** Award shall be made to Proposer(s) whose proposal, conforming to the RFP, will be the most advantageous to the Parish of Jefferson with the highest points, considering price and other factors considered.

**1.21.3** The award may be made on the basis of the initial offer or as noted in Part 1.16.

#### **1.22 Notice of Intent to Award**

Jefferson Parish General Services will notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the (Intent to Award) letter has been issued.

### **1.23 Debriefings – NOT REQUIRED FOR THIS RFP**

### **1.24 Insurance Requirements**

Contractor shall furnish the Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment “A”). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.

### **1.25 Subcontractor Insurance**

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

### **1.26 Indemnification**

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, representatives and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

### **1.27 Fidelity Bond Requirements – NOT REQUIRED FOR THIS RFP**

### **1.28 Payment for Services**

The Proposer shall invoice the Department of General Services or the requesting department at the completion of the project. Payments will be made by the requesting Jefferson Parish Department approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Department of General Services. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

## **1.29 Termination**

- 1.29.1** The Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Contract; provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish's failure.
- 1.29.2** The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 1.29.3** The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of the contract, to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **1.30 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Jefferson Parish Council.

## **1.31 No Guarantee of Quantities**

An inventory of items to be moved is provided. The Parish of Jefferson is providing this inventory as a guide, and may not include all items to be moved. All proposers are encouraged to visit the site to determine the magnitude of the project. It shall be the Proposers responsibility to include all items, whether on the inventory or not, in their proposal.

## **1.32 Audit of Records**

The monitoring and auditing of the Contractor's records shall be allowed to the Department of General Services, and any other appropriate Parish or State entities.

## **1.33 EEOC and ADA Compliance**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

#### **1.34 Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years.

#### **1.35 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Contractor to the Parish of Jefferson, at Contractor's expense, at termination or expiration of this contract.

#### **1.36 Content of Contract/Order of Precedence**

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

#### **1.37 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the Jefferson Parish Council.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.38 Substitution of Personnel**

The Parish intends to include in any contract resulting from this RFP the following condition:



Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

### **1.39 Force Majeure**

The Proposer or Parish of Jefferson shall be exempted from performance under the contract for any period that the Proposer or Parish of Jefferson is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Proposer or Parish of Jefferson has prudently and promptly acted to make any and all corrective steps that the Proposer or Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

### **1.40 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to Jefferson Parish Ordinances; purchasing rules and regulations; standard terms and conditions; special terms and conditions found in Resolution No. 105529; and specifications listed in this RFP.

### **1.41 Claims or Controversies**

Contractor does, by signing a contract pursuant to this RFP with the Parish, agree that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

## **PART II SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

The scope of work/services described below shall include, but not be limited to the following:

- A. Work and services may include all or be limited on an as needed basis for comprehensive remediation services under the guidance of Jefferson Parish staff or a indoor air quality consultant (under a separate Parish contract) for various Jefferson Parish Departments consisting of providing all labor, materials, and equipment necessary to provide cleaning, water extraction, drying services, structure and contents cleaning, temporary power, documentation restoration, mold remediation, temporary heat or air conditioning, debris removal, temporary board-up, interior tear out, dehumidification, deodorizing, removal of wet and/or other materials which pose a health risk (excluding asbestos and lead), properly dispose of all debris with possible evidence and/or suspicion of mold and/or mildew growth due to water intrusion events or by other means in Jefferson Parish owned buildings or as needed by other Parish agencies.
- B. Respond within 2 hours of request to evaluate conditions.
- C. Evaluate condition of facility and provide a detailed list of labor, materials, and equipment needed to properly remediate within 6 hours of receiving request.
- D. Review all pricing procedures with Jefferson Parish or a parish representative for approval of work within 7 hours of receiving request.
- E. All work shall be approved by a parish representative before any work can start.
- F. Schedule all work and start remediation procedures as previously discussed within 10 hours of receiving request.
- G. Provide a pre-inspection of the facility to determine existing damage to walls, floors, doors, etc.
- H. Proper protection of non-damaged floors, wall, corners, doors, elevators, and any other items that could be damaged by remediation personnel or equipment.
- I. Proper evaluation of remediated areas with a Jefferson Parish representative.
- J. Adequate staff, supervision, equipment, materials, and supplies to perform the proper remediation.
- K. Clean up of all protection, wrapping, or other trash caused by the remediation personnel.
- L. Proper re-installation or reassembly of all furnishing and equipment that was disassembled by remediation staff.
- M. Post remediation inspection of facility.

- N. Provide adequate personnel to properly maintain and/or repair all remediation equipment as needed.
- O. Jefferson Parish retains the right to provide all fuel for remediation equipment however the remediation contractor shall be able to provide if necessary.
- P. For security purposes the remediation contractor shall provide all fencing and/or guards as needed to protect remediation equipment. Jefferson Parish has the right to provide security if it is determined to more cost effective for Jefferson Parish.
- Q. A parish representative shall approve all remediation work before declaring the job completed.
- R. The contractor(s) shall have a Louisiana Mold Remediation license as required by the State of Louisiana

## **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall begin on or about at the signing of the contract, with a termination of two (2) years after date of execution.

## **2.3 Price Schedule**

Provide in proposal a schedule of prices. Provide pricing of all labor, materials, and equipment needed to provide water extraction, drying services, structure and contents cleaning, temporary power, documentation restoration mold remediation, temporary heat or air conditioning, debris removal, temporary board-up, interior tear out, dehumidification, deodorizing, etc. All pricing is to be submitted in a separate sealed envelope.

- Provide pricing to indicate hour, daily, weekly, and monthly use of all equipment and all labor.
- Provide pricing for quantity of chemicals used.
- Provide pricing for various sizes of equipment (i.e., CFM, tonnage, generator kw size, etc.)
- Provide pricing for per square feet of labor/materials, if applicable.

Proposer shall provide a detailed list identifying all personnel needed to accomplish the proper remediation of:

- 0 to 1000 square feet
- 1,001 to 10,000 square feet

- 10,001 to 50,000 square feet
- 50,001 to 250,000 square feet
- 250,001 or greater

Include all supervisor, managers, clerical, laborer, tradesman, mechanics, etc.

## **2.4 Deliverables**

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

The Parish of Jefferson expects a complete move. All Proposers shall clarify what will not be covered in deliverables. No additional payments for will be made for any additional items.

## **2.5 Location**

Various Jefferson Parish facilities, as needed, and possible privately owned facilities/structures.

## **2.6 Proposal Elements**

### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP program, implementation, and administration that you wish the Parish to consider.

### **2.6.2 Technical**

Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation of the remediation services.
- References for at least three states, parish, or other government agencies, for whom similar or larger scope of services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

## **PART III EVALUATION**

**The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the Parish of Jefferson, not on the basis of what may be inferred.**

### **3.1 Financial Proposal (Maximum Value of 50 points)**

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted in a separate sealed envelope. The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the parish. Travel and other allowable expenses shall be reimbursed in accordance with the Parish's General Travel Regulations, within the limits established for Employees as defined by the Parish. All out of state travel will be subject to prior approval by the Director of General Services or his/her designee.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. (Alternate, if applicable: ...will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

### **3.2 Technical Proposal (Maximum Value of 50 Points)**

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

#### **Weighting Points**

#### **1. QUALIFICATIONS AND EXPERIENCE (30)**

- |   |          |
|---|----------|
| A. Specific Experience – similar or larger scope of services currently being provided   | 10 _____ |
| B. Personnel- experience of management staff, experience in similar projects, etc.  | 10 _____ |
| C. Financial Profile of Company   | 5 _____  |
| D. Remediation Services Capabilities – amount of available full-time, part-time or temporary employees, amount of available equipment, etc. | 5 _____  |

**2. TECHNICAL APPROACH (20)**

A. Scope of Services	10	_____
B. Product Quality	5	_____
C. Project Schedule	5	_____

**TOTAL (Financial & Technical)**

Maximum of 100 Points \_\_\_\_\_

PROPOSER \_\_\_\_\_

DATE \_\_\_\_\_

## **ATTACHMENT "A"**

### **INSURANCE REQUIREMENTS**

All insurance requirements shall conform to Jefferson Parish Resolution No. 105529 dated 05/17/06

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 105529.

#### **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

#### **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$500,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

#### **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

#### **DEDUCTIBLES**

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

#### **UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

#### **CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:**

##### **OWNER'S PROTECTIVE LIABILITY** — Not Applicable for this project

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

##### **BUILDER'S RISK INSURANCE** — Not Applicable for this project

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

## **RFP 0202**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing "for Remediation Procedures for various Jefferson Parish Departments" for Jefferson Parish Department of General Services, in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

**Request for Proposals will be received until 4:00 p.m. Local Time on: Wednesday, January 27, 2010.**

---

(Type Name of Person Authorized to Sign)

---

(Company Name and LA. License number if required)

---

(Street Address)

---

(City, State, Zip Code)

---

(Area Code) (Phone Number) (Area Code) (Fax Number)

---

(Signature of Person Authorized to Sign)

---

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.



**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED. THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL  
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF  
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,  
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE  
ABOVE DATED MEETING OF THE BOARD  
OF DIRECTORS OF SAID CORPORATION,  
AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

\_\_\_\_\_  
**SECRETARY-TREASURER**

\_\_\_\_\_  
**DATE**

## REQUEST FOR PROPOSAL

### RFP 0203

Jefferson Parish Department of Purchasing is soliciting **Request for Proposals (RFP'S)** from firms interested in providing "for Remediation Procedures for various Jefferson Parish Departments" for the Jefferson Parish Department of General Services.

**Evaluation Criteria:**

<b>Financial Proposal</b>	<b>50 Points</b>
<b>Technical Proposal</b>	<b>50 Points</b>

**1. QUALIFICATIONS AND EXPERIENCE (30 POINTS)**

- A. Specific Experience – similar or larger scope of services currently being Provided.** (10 points)
- B. Personnel – experience of management staff, experience in similar Projects, etc.** (10 points)
- C. Financial Profile of Company** ( 5 points)
- D. Remediation Services Capabilities – amount of available full-time, part-time Or temporary employees, amount of available equipment, etc.** ( 5 points)

**2. TECHNICAL APPROACH (20 POINTS)**

- A. Scope of services** (10 points)
- B. Product Quality** ( 5 points)
- C. Project Schedule** ( 5 points)

**3. FINANCIAL** (50 points)

**TOTAL (Qualifications, Technical and Financial)** **Maximum Points of 100**

Proposal or Proposals scoring the highest total shall be considered to represent best value and will be recommended to the Jefferson Parish Council for award.

**Pre-Proposal Conference:** January 14, 2010 @ 10:00 A.M. in the  
JEFFERSON PARISH PURCHASING DEPARTMENT  
GENERAL GOVERNMENT BUILDING,  
200 DERBIGNY STREET, STE 4400  
GRETNA, LA 70053

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:

JEFFERSON PARISH PURCHASING DEPARTMENT  
GENERAL GOVERNMENT BUILDING  
200 DERBIGNY STREET, STE 4400  
GRETNA, LA 70053

UNTIL **4:00 P.M.** LOCAL TIME ON **WEDNESDAY, January 27, 2010**

ATTACHMENT "D" CONT'D

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part and waive informalities, pursuant to the law.

| Specifications are available gratis from: [www.jeffparish.net/bids](http://www.jeffparish.net/bids) (click on Bid Downloads) or  
Jefferson Parish Purchasing Department  
General Government Building  
200 Derbigny Street, Ste. 4400  
Gretna, LA 70053  
(504) 364-2678

Patricia Lassalle  
Director  
Purchasing Department

Rene' T. Poole, CPPB  
Chief Buyer  
Purchasing Department

**ADV. TIMES PICAYUNE OFFICIAL JOURNAL:  
December 17, 24 and 31, 2009**